ORDER FOR SUPPLIES OR SERVICES								Page 1	Of 12							
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Date Signature Of Authorized Govt Represent 36. I certify this account is correct and proper for payment				sentati	ve	-										
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DD Form 1155, Jan 1998				Pre	evious e	dition may	be used]								

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-P-0249

MOD/AMD

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Name of Offeror or Contractor: EFW INCORPORATED

SUPPLEMENTAL INFORMATION

- 1. THIS PURCHASE ORDER IS FOR THE PURCHASE OF THE ACCESS COVER (P/N 10063541-101) IN SUPPORT OF THE AH-64 APACHE IHADSS FOR A TOTAL OF \$855.75.
- 2. THIS PURCHASE ORDER IS AWARDED IN ACCORDANCE WITH THE NEGOTIATED AGREEMENT, (EMAIL MESSAGE) DATED 16 MAR 2001.
- 3. PACKAGING FOR THIS PURCHASE ORDER WILL BE COMMERCIAL PACK AND SHALL BE ACCOMPLISHED IN ACCORDANCE WITH SECTION D OF THIS PURCHASE ORDER.
- 4. INSPECTION AND ACCEPTANCE SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CLAUSE AT FAR 52.246-15, "CERTIFICATE OF CONFORMANCE". A COPY OF THE CONTRACTOR'S COC SHALL BE ATTACHED TO A SIGNED DD250 IN ACCORDANCE WITH THE REQUIREMENTS OF THE ABOVE REFERENCED CLAUSE, AND SHALL BE SUBMITTED FOR PAYMENT AFTER EACH DELIVERY.
- 5. EFW IS AUTHORIZED RENT-FREE USE, ON A NON-INTERFERENCE BASIS, GOVERNMENT FURNISHED SPECIAL TOOLING AND TEST EQUIPMENT CURRENTLY ACCOUNTABLE TO THE FOLLOWING CONTRACT IF NECESSARY TO COMPLETE PERFORMANCE OF THIS PURCHASE ORDER:

DAAE20-00-P-0238

* * *	END	OF	NARRATIVE	Α	001	* * *

Regulatory Cite _____ Title ____ Date

- 1 HQ, DA NOTICE TO OFFERORS USE OF CLASS I OZONE-DEPLETING SUBSTANCES JUL/1993
- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for approporate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

2 52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI

NOV/1995

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

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MOD/AMD

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Name of Offeror or Contractor: EFW INCORPORATED

U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3223

Electronic Mail Address: AMSTA-AQ-AR@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4 52.233-4503 AMC-LEVEL PROTEST PROGRAM
TACOM-RI

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed wihin the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

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N			

Name of Offeror or Contractor: EFW INCORPORATED

5 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998 TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

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Name of Offeror or Contractor: EFW INCORPORATED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	Supplies or Services and Prices/Costs				
0001AA	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV	21	EA	\$\$	\$855.7
	NSN: 5340-01-197-4565 NOUN: COVER,ACCESS FSCM: 94580 PART NR: 10063541-101 SECURITY CLASS: Unclassified PRON: M111S594M1 PRON AMD: 02 ACRN: AA				
	AMS CD: 070011H3SOX				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING UNIT PACK: EA LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H091079A619 W25G1U J 2 DEL REL CD QUANTITY DEL DATE 001 21 10-DEC-2001				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001				
	CONTRACT/DELIVERY ORDER NUMBER DAAE20-01-P-0249/0000				

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MOD/AMD

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Name of Offeror or Contractor: EFW INCORPORATED

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

6 52.248-4502 CONFIGURATION MANAGEMENT DATA INTERFACES TACOM-RI

MAR/1999

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with Table DIP4-1 of MIL-STD-2549. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted on the WWW via the Engineering Changes At Light Speed (ECALS) Worldwide Web page and in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7108)

PACKAGING AND MARKING

7 52.211-4502 PACKAGING REQUIREMENTS
TACOM-RI

DEC/1998

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

REQUIREMENTS:

- 1. Packaging Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
- 1.1 Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.
- 1.2 Preservation Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- 1.3 Cushioning Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handing and shipment.
- 2. Unit Package
- 2.1 Unit Package A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.
- 2.1 Unit Package Quantity Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.
- 3. Intermediate Package
- 3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.
- 4. Packing
- 4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.

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Name of Offeror or Contractor: EFW INCORPORATED

- 4.2 Shipping containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.
- 5. Marking Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N, dated 15 MAY 97. Bar code requirements apply.

EXCEPTION:

NONE

(End of clause)

(DS6405)

8 52.247-4521 UNITIZATION/PALLETIZATION TACOM-RI

JUL/1998

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

9 52.246-15 CERTIFICATE OF CONFORMANCE

APR/1984

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

10	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
11	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	APR/1984
12	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
13	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

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Name of Offeror or Contractor: EFW INCORPORATED

TACOM-R

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
 - (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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				PIIN/SIIN DAAE20-01-P-0249				MOD/AMD			
Name	of Offeror or	Contractor	EFW INCORP	ORATED							
CONTRAC	T ADMINISTRA	TION DATA									
							JO	В			
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ITEM_	AMS CD	ACRN STAT	ACCOUNTING	CLASSIFICATION			<u>NU</u>	MBER	STATION		AMOUNT
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07	0011H3SOX										
									TOTAL	\$	855.75
SERVICE	1							ACCOU	NTING		OBLIGATED
NAME	TOTA	L BY ACRN	ACCOUNTING	CLASSIFICATION				STATI	ON		AMOUNT
Army		AA	97 X4930A	.C6G 6D	26FB	S11116		W52H0	9	\$ _	855.75
									TOTAL	\$	855.75

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Name of Offeror or Contractor: EFW INCORPORATED

SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

14 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) MAY/2000 TACOM-RI

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are frazierpj@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-4179, ATTN: PEGGY FRAZIER and (309) 782-8054 (ATTN: Louise Kalal).
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
 - (1) The FMS/MAP copies may be submitted to: N/A

(End of Clause)

(HS6510)

15 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE TACOM-RI

NOV/1998

- a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.
- b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

16 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this continu

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INCORPORATED		
in shipments furnish the following rail info	rmation:	
railroad siding? YES NO		
erving it:		
rest rail freight station and carrier serving	g it:	
ss:		
(End of Clause)		
http://www.arnet.gov/far/ or www.acq	.osd.mil/dp/dars	
c unique information, then that information	is provided immediately afte	er the clause title.
		AUG/2000
		SEP/1990
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		APR/1984 MAY/1997
		APR/1984
		MAR/2001
	railroad siding? YES NO erving it: rest rail freight station and carrier serving ss: (End of Clause) Ore clauses by reference, with the same force the make their full text available. Also, the http://www.arnet.gov/far/ or www.acq	rest rail freight station and carrier serving it: (End of Clause) (End of Clause) (End of Clause) (End of Clause) (The clauses by reference, with the same force and effect as if they were the make their full text available. Also, the full text of a clause may that he continue the continue of the

1.7	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
19	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
20	52.232-1	PAYMENTS	APR/1984
21	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
22	52.232-11	EXTRAS	APR/1984
23	52.232-25	PROMPT PAYMENT	MAR/2001
24	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR	MAY/1999
		REGISTRATION	
25	52.233-1	DISPUTES	JAN/1999
26	52.233-3	PROTEST AFTER AWARD	OCT/1995
27	52.243-1	CHANGES - FIXED PRICE	AUG/1987
28	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR/2001
29	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
30	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
31	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
32	252.225-7009	DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
	DFARS	COMPONENTS)	
33	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
	DFARS		
34	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
	DFARS		
35	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991

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			PIIN/SIIN DAAE20-01-P-0249	MOD/AMD		
Name of Of	•					
	DFARS					
36	252.242-7000	POSTAWARD (CONFERENCE		DEC/1991	
	DFARS					
37	252.243-7001	PRICING OF	CONTRACT MODIFICATIONS		DEC/1991	
	DFARS					
38	252.246-7000	MATERIAL II	NSPECTION AND RECEIVING REPORT		DEC/1991	
	DFARS					
39	52.252-6	AUTHORIZED	DEVIATIONS IN CLAUSES		APR/1984	

⁽a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(End of clause)

(IF7016)

⁽b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.